

K Great Brit. Geo III

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Read 26 Feb. 1766 in Lords

Enacted 6 Geo. III. Private Act, c. 34.

A C T

F O R

Vesting Part of the settled Estate of Sir
John Chetwode, Baronet, in Trustees, to
be sold, for discharging Incumbrances af-
fecting the same.

WHEREAS by Indenture of Seven Parts, bearing
Date the Nineteenth Day of *May* One thousand
Seven hundred and Fifty-six, and made or men-
tioned to be made between Sir *Philip Touchet Chet-
wode*, of *Oakeley*, in the County of *Stafford*, Baronet,
and *John Chetwode*, Esquire (now Sir *John Chet-
wode*) eldest Son and Heir apparent of the said Sir
Philip Touchet Chetwode, of the First Part; *Dorothy
Bretland*, of the Town and County of the Town of *Nottingham*,
Spinster, one of the Daughters of *Tobias Bretland*, late of *Thorncliffe*, in
the County Palatine of *Chester*, Esquire, deceased, of the Second Part;
the Reverend *Joseph Crewe*, of *Mucclestone*, otherwise *Muxton*, in the
said County of *Stafford*, Doctor in Divinity, and *John Pimlett*, of *Mar-
ple*, in the County of *Chester*, Esquire, of the Third Part; Sir *Nigel
Gresley*, of *Mier*, in the said County of *Stafford*, Baronet, *Ralph Sneyd*,
of *Keile*, in the said County, Esquire, *Robert Lillyman*, of *Brookehill*, in
the County of *Nottingham*, Esquire, and *Thomas Lough*, of *Monument
Tard*, *London*, Gentleman, of the Fourth Part; *Robert Venables*, of
Harracles, in the Parish of *Horton*, and said County of *Stafford*, Esquire,
and *Samuel Bretland*, of the Bank of *England*, Gentleman, of the Fifth
Part;

Part; *Peter Broughton*, of *Tunstall*, in the said County of *Stafford*, Esquire, and *Richard Buckley*, of *Stockport*, in the said County Palatine of *Chester*, Esquire, of the Sixth Part; and *Robert Davison*, of the *Brand*, in the County of *Salop*, Esquire, and *John Lillyman*, of *Pilsley*, in the Parish of *Northwingfield*, in the County of *Derby*, Gentleman, of the Seventh Part; and by other Assurances in the Law, in Consideration of a Marriage then intended, and which soon after took Effect, and was solemnized between the said Sir *John Chetwode* and *Dorothy Bretland*, and of the Portion or Fortune of the said *Dorothy* therein mentioned, and for other Considerations in the said Indenture of Seven Parts expressed, all that the Manor or Lordship of *Oakley*, otherwise *Oakeley*, in the said Counties of *Stafford* and *Salop*, with its Rights, Members, and Appurtenances; and all that Capital Messuage or Mansion-house in *Oakley*, otherwise *Oakeley* aforesaid, in the said County of *Stafford*, with the Demesne Lands and other Lands thereunto belonging; and all that the Manor or Lordship of *Chetwode*, otherwise *Chetwood*, otherwise *Chitwood*, otherwise *Cheatwood*, in the County of *Bucks*, with its Rights, Members, and Appurtenances; and also all that the Capital Messuage in *Chetwood* aforesaid, and all Lands thereunto belonging, in the said County of *Bucks*; and all other the Manors and Parts of Manors, Capital Messuages, Messuages, Tenements, Farms, Cottages, Mills, Woods, Warrens, Tithes, Lands, Quarries, Reversions, Rents, and Services whatsoever of them the said Sir *Philip Touchet Chetwode* and *John Chetwode*, or either of them, within the several Manors, Parishes, Townships, Precincts, or Territories of *Oakley*, otherwise *Oakeley*, *Tyrley*, *Norton in Hales*, *Norton under Hales*, otherwise *Under Hales*, *Bloor*, *Rockadine*, otherwise *Wrockadine*, *Rockadine Woods*, otherwise *Wrockadine Woods*, *Dorington*, *Knighton*, *Bratton*, *Clottley*, *Buscott*, otherwise *Burcott*, *Admaston*, *Ascott*, otherwise *Orscott*, and in every or any of them, or elsewhere in the said Counties of *Salop* and *Stafford*, or either of them, and in *Chetwood*, *Barton*, *Burton*, otherwise *Boreton*, *Hartshorn*, *Tingswick*, *Hilfden*, *Beachampton*, otherwise *Beaubampton*, otherwise *Beenhampton*, *Lanborough*, otherwise *Henborough*, otherwise *Hanborough*, *Cawcott*, otherwise *Calcott*, otherwise *Cowcott*, and *Preston cum Cawley*, otherwise *Cowley*, and Prebend of *Buckingham*, and in every or any of them, or elsewhere in the said County of *Bucks*; and also all those the Manors or Lordships, or reputed Manors or Lordships of *Nether Whitley*, *Sound*, and *Acton*, otherwise *Agdon*, in the said County of *Chester*, with the Rights, Members, and Appurtenances to them respectively belonging; and all the capital Messuage or Mansion-house of *Nether Whitley* aforesaid, with the Buildings, Courts, Gardens, Orchards, Lands, Hereditaments, and Appurtenances thereunto belonging; and all that the capital Messuage, called *Agdon Hall*, in *Acton*, otherwise *Agdon* aforesaid, with the Demesne Lands, Hereditaments, and Appurtenances thereunto belonging; and all other the Manors and Parts of Manors, capital Messuages, Messuages, Tenements, Farms, Cottages, Mills, Woods, Warrens, Tithes, Lands, Quarries, Reversions, Rents, and Services whatsoever, of them the said Sir *Philip Touchet Chetwode* and *John Chetwode*, or either of them, within the several Manors, Parishes, Townships, Precincts, or Territories of

Over

Over *Whitley*, *Nether Whitley*, *Sound*, *Bromball*, *Aſton*, *Henball*, *Aſton*, *Worlaſton*, *Monks*, *Coppenball Church*, *Coppenball Wych*, *Malbank*, otherwiſe *Namptwich*, *Over Whitley*, *Norcot*, *Aſton* near *Bartington*, *Clatterwicke*, *Little Leigh*, *Aſton*, otherwiſe *Agdon*, *Bowden*, otherwiſe *Bowdon*, *Rotherſton*, otherwiſe *Rowſthorne*, otherwiſe *Rowſton*, otherwiſe *Sprowſton*, *Millington*, *Horton*, *Hartford*, *Meyr*, *Statham*, *Lyme*, otherwiſe *Lymme*, *Middlewich*, *Newton* near *Middlewich*, *Brotherholme*, *Brereholm*, *Kinderton* otherwiſe *Kindleſton*, and *Occleſton*, or any of them, or elſewhere in the ſaid County of *Cheſter* (except and always reſerved thereout the ſeveral Meſſuages, Lands, and Tenements then in the reſpective Holdings of *John Hodgkiſs* at the yearly Rent of Twenty Pounds, of *Joſeph Hixon* at the yearly Rent of Twenty-three Pounds and One Shilling, of *Edward Taylor* at the yearly Rent of Four Pounds Six Shillings and Six Pence, and of Widow *Harrow* at the yearly Rent of Five Pounds and Fifteen Shillings, amounting together to the Sum of Fifty-three Pounds Two Shillings and Six Pence, all which laſt mentioned Premises are therein mentioned to be ſituate, lying, and being in *Oakley*, otherwiſe *Oakeley*, *Bratton*, and *Dorrington*, or ſome or One of them, in the ſaid Counties of *Salop* and *Stafford*, and to have been then lately purchaſed by the ſaid Sir *Philip Touchet Chetwode* of and from *Robert Daviſon*, Eſquire, *Underbill*, *Cardiſt*, and others) were ſettled, limited, and aſſured to take Effect after the Solemnization of the ſaid Marriage, ſubject nevertheless to the ſeveral Annuities or yearly Sums of Three hundred Pounds, Two hundred and Fifty Pounds, and Fifty Pounds, payable as therein mentioned, and to a Term of Ninety-nine Years thereby limited for the better and more effectually ſecuring and recovering the ſame Annuities, and which are all ſince determined; to the Uſe of the ſaid Sir *Philip Touchet Chetwode* for his Life; Remainder to the Uſe of the ſaid *Joſeph Crewe* and *John Pimlett*, and their Heirs, during the Life of the ſaid Sir *Philip Touchet Chetwode*, in Truſt to preſerve the contingent Remainders; and after the Deceaſe of the ſaid Sir *Philip Touchet Chetwode*, then as to all the ſaid Manors, Meſſuages, Lands, Tenements, Rents, Hereditaments, and Premises thereby ſettled, limited, appointed, and releaſed (except the Manors of *Agdon* in the ſaid County of *Cheſter*, and *Dorrington* in the ſaid County of *Salop*, and ſuch and ſo many of the Meſſuages, Lands, Tithes, Tenements, and Hereditaments, ſituate, lying, being, or ariſing in or within the ſeveral Pariſhes of *Rotherſton*, *Bowden*, *Lym*, *Middlewich*, *Northwich*, and *Warmingham* aforeſaid in the ſaid County of *Cheſter*, and in the Pariſhes of *Muccleſton*, otherwiſe *Muxton*, and *Drayton*, otherwiſe *Brayton*, in *Hales*, in the ſaid County of *Salop*, and in *Knighton* in the ſaid County of *Stafford*; the Particulars whereof, and in whoſe Holdings the ſame were, with the annual Rents and Values thereof, were ſpecified in the Rental or Particular thereto annexed) to the Uſe of the ſaid *Peter Broughton* and *Richard Buckley*, their Executors, Adminiſtrators, and Aſſigns, for the Term of Five hundred Years, without Impeachment of Waſte, upon Truſt, by the Ways and Means therein mentioned, to raiſe and levy the Sum of Ten thouſand Pounds, and pay and apply the ſame in manner and for the Purpoſes therein mentioned, (that is to ſay) the Sum of Two thouſand Pounds, Part thereof, to the ſaid Sir
Philip

Philip Touchet Cbetwode, his Executors, Adminstrators, and Assigns, in Satisfaction and Discharge of all Sum and Sums of Money provided for *Ann* the Wife of *Thomas Whitley*, Esquire, *Mary Cbetwode*, Spinster, and *Abigail Jones*, Widow, the Three Sisters of the said Sir *Philip Touchet Cbetwode*, by virtue of a certain Term of Six hundred Years limited in and by his Marriage Settlement therein mentioned or referred to, and which had been all paid by him out of his own proper Money, except the Share of the said *Mary Cbetwode*, which was therein mentioned to be still due and owing; and also upon Trust to raise and levy the Sum of Four thousand Pounds, further Part of the said Sum of Ten thousand Pounds, for the Portion and Portions of *Philip*, *George*, *Charles*, *Ann*, and *Elizabeth Cbetwode*, the younger Sons and Daughters of the said Sir *Philip Touchet Cbetwode*, and pay the same to them at such Time and Times, and in such Shares, Proportions, and Manner, as he the said Sir *Philip Touchet Cbetwode*, by any Deed or Deeds, or by his last Will and Testament in Writing, to be respectively executed as is therein mentioned, should direct or appoint, and in Default of such Direction or Appointment, to be equally divided between them Share and Share alike, and to be paid at such Times and in such Manner as is therein mentioned, and to be in lieu and full Satisfaction of and for all the Portions provided for them as Daughters or younger Sons of the said Sir *Philip Touchet Cbetwode*, by virtue of a certain Term of Seven hundred Years, limited in and by his said Marriage Settlement; and also upon Trust to raise and levy the further Sum of Four thousand Pounds, Residue of the said Sum of Ten thousand Pounds, for further Portions for the younger Children of the said Sir *Philip Touchet Cbetwode*, Payment of Debts, or such other Purposes, as he, by any Deed or Deeds, or by his last Will and Testament in Writing, to be respectively executed as is therein mentioned, should from time to time direct or appoint: And as to the said Manors and Premises comprized in the said Term of Five hundred Years immediately after the Determination of the same Term, and as to all other the Messuages, Lands, Tenements, and Hereditaments thereby settled and limited, immediately after the Decease of the said Sir *Philip Touchet Cbetwode*, to the Use of the said Sir *John Cbetwode* for his Life, without Impeachment of Waste; Remainder to the Use of the said *Joseph Crewe* and *John Pimlett*, and their Heirs, during the Life of the said Sir *John Cbetwode*, in Trust to preserve the coutingent Remainders; and after the Decease of the said Sir *Philip Touchet Cbetwode* and *John Cbetwode*, now Sir *John Cbetwode*, and the longest Liver of them, then as to the said Manors of *Agdon* and *Dorrington*, and all and every the said Messuages, Lands, Tithes, Tenements, and Hereditaments mentioned and ipesified in the said Rental or Particular thereunto annexed, to the Use, Intent, and Purpose that the said *Dorothy Bretland*, now Dame *Dorothy Cbetwode*, and her Assigns, should and might, in case she should survive the said Sir *Philip Touchet Cbetwode* and *John Cbetwode* respectively, have and receive by and out of the same Manors, Hereditaments, and Premises, One Annuity or yearly Rent or Sum of Five hundred Pounds, free from Taxes during her Life, by Half-yearly Payments in lieu of her Jointure, and Bar of her Dower, with the usual Powers of Entry and Distress and Perception of the Rents and Profits of the

the same Premises for better securing the said Annuity or yearly Rent, and all Arrears thereof; and as to the said Manors and Premises so charged with the said Annuity or yearly Rent of Five hundred Pounds as aforesaid, to the Use of the said *Robert Venables* and *Samuel Bretland*, their Executors, Administrators, and Assigns, for the Term of One hundred Years, upon Trust, by the Ways and Means therein mentioned, for the better securing and recovering the said Annuity or yearly Rent, and all Arrears thereof; and as to all the Manors, Messuages, Lands, Tithes, Tenements, Hereditaments, and Premises thereby released, with their and every of their Rights, Members, and Appurtenances, immediately after the Determination of the several Uses and Estates in and by the said Indenture of Seven Parts thereof respectively limited, and as the same should respectively end and determine, to the Use of the said *Robert Davison* and *John Lillyman*, their Executors, Administrators, and Assigns, for the Term of Eight hundred Years, in Trust, by the Ways and Means therein mentioned, for raising Portions and Maintenance for the younger Sons and Daughters of the said Sir *John Chetwode* and Dame *Dorothy* his Wife, to be paid at such Times and in such Manner as is therein mentioned; and after the End, Expiration, or other sooner Determination of the said Term of Eight hundred Years, and in the mean time subject thereto, to the Use of the First and every other Son of the Body of the said Sir *John Chetwode* on the Body of the said *Dorothy Bretland*, now Dame *Dorothy Chetwode*, to be begotten successively in Tail-male, and for Default of such Issue to the Use of the first and every other Son of the Body of the said Sir *John Chetwode* on the Body of any other Woman or Women whom he should thereafter take to Wife, lawfully to be begotten successively in Tail-male; and for Default of such Issue to the Use of *Philip Chetwode*, Second Son of the said Sir *Philip Touchet Chetwode*) for his Life, without Impeachment of Waste; and after the Determination of that Estate, to the Use of the said Trustees and their Heirs, during the Life of the said *Philip Chetwode*, in Trust to preserve the contingent Remainders; and after the Decease of the said *Philip Chetwode*, to the Use of the First and every other Son of his Body lawfully to be begotten successively in Tail-male; and for Default of such Issue, to the Use of *George Chetwode* (Third Son of the said Sir *Philip Touchet Chetwode*) for his Life, without Impeachment of Waste, with the like Limitation to Trustees, in Trust to preserve the contingent Remainders; and after the Decease of the said *George Chetwode*, to the Use of the First and every other Son of his Body, lawfully to be begotten successively in Tail-male; and for Default of such Issue, to the Use of *Charles Chetwode* (youngest Son of the said Sir *Philip Touchet Chetwode*) during his Life, without Impeachment of Waste, with the like Limitation to Trustees, in Trust to preserve the contingent Remainders; and after the Decease of the said *Charles Chetwode* to the Use of the First and every other Son of his Body, lawfully to be begotten successively in Tail-male; and for Default of such Issue, to the Use of the said Sir *Philip Touchet Chetwode*, his Heirs and Assigns for ever, with a Power for the said Sir *John Chetwode* to grant, limit, or appoint to be issuing and going out of the Premises comprized in the said Term of One hundred Years, any annual Sum or yearly Rent Charge, not exceeding

ceeding Two hundred Pounds a Year, during so long Time as there should be any Issue of his on the Body of the said Dame *Dorothy* his Wife begotten; and after Failure of such Issue, not exceeding the Sum of Four hundred Pounds a Year, unto or to the Use of any Woman or Women he should marry after the Decease of the said Dame *Dorothy Chetwode*, for the Life or Lives of such Woman or Women, for her and their Jointure and Jointures, and in Bar of Dower; and also a Power for the said Sir *John Chetwode*, in case he should survive the said Sir *Philip Touchet Chetwode* his Father, by any Deed or Deeds, or by his last Will and Testament in Writing, to be attested as is therein mentioned, to charge all or any Part of the said Manors, Messuages, Farms, Lands, Tenements, Rents, Hereditaments, and Premises aforesaid, with any Sum or Sums of Money, not exceeding Two thousand Pounds, for such Purposes as to him should seem meet, but subject to a Condition that in case the said Sir *Philip Touchet Chetwode* should by his Will, or any Codicil thereto, give or leave any Sum or Sums of Money to the said Sir *John Chetwode*, to the Amount of Two thousand Pounds, then the said Power should be void in case the said Sir *Philip Touchet Chetwode*, by such Will or Codicil should so direct, and in case the said Sir *Philip Touchet Chetwode* should by his Will or Codicil give or leave to the said Sir *John Chetwode* any Sum or Sums of Money, not amounting in the whole to Two thousand Pounds, and should thereby declare the same to be towards Discharge of the Sum to be raised by virtue of the said Power, then the said Sir *John Chetwode* might charge the said Premises with such Sum or Sums of Money, as together with the Sum or Sums of Money, so given or left to him as aforesaid, should make up and complete the said Sum of Two thousand Pounds; and also a Power for the said Sir *John Chetwode*, *Philip Chetwode*, *George Chetwode*, and *Charles Chetwode* respectively, when in Possession of the said Premises, to make Leases of any Part thereof (except the capital Messuage, called *Oakeley Hall*, and the Demesne Lands thereto belonging) for Lives and Years as is therein mentioned:

And whereas the said Sir *Philip Touchet Chetwode* made his last Will and Testament in Writing, bearing Date the Twenty-third Day of *February* One thousand Seven hundred and Sixty-four, and thereby willed and directed that all his Debts, Funeral Expences, and pecuniary Legacies thereby given and not provided for by any Deed or Settlement, and the Expences of his Executors relating to the Execution of his said Will, and all such Sum and Sums of Money as at his Death should be due to his Sister *Mary Chetwode* for her Portion or any Part thereof, should be paid out of his personal Estate, and not out of the real Estate whereon the same was chargeable, unless his personal Estate after Payment of his Debts, Funeral Expences, and Legacies charged thereon as aforesaid, should fall short of paying the same; and after taking Notice of the said recited Settlement or Indenture of Seven Parts, and the Term of Five hundred Years thereby limited upon Trust for raising Ten thousand Pounds, to be paid and applied for the several Purposes therein mentioned (that is to say) the Sum

of

of Two thousand Pounds, Part thereof, to himself, in Satisfaction and Discharge of the Money provided for his Sisters as aforesaid, and the Sum of Four thousand Pounds, other Part thereof, for the Portions of *Philip Cbetwode*, *George Venables Cbetwode* then deceased, and *Charles Cbetwode* his younger Sons, and of *Ann Cbetwode* and *Elizabeth Cbetwode* his Daughters; and also for raising the further Sum of Four thousand Pounds for further Portions for his younger Children, Payment of Debts, and other Purposes, as he by Deed or Will should appoint as aforesaid, he did, in pursuance and by virtue of the Power and Powers reserved and given to him in and by the said Settlement, give, bequeath, limit, and appoint the First mentioned Sum of Four thousand Pounds unto his said Daughters and younger Sons in the Proportions therein mentioned (that is to say) to his Son *Philip Cbetwode* the Sum of Five hundred Pounds, to his Son *Charles Cbetwode* One thousand One hundred Pounds, to his Daughter *Ann Cbetwode* One thousand Two hundred Pounds, and to his Daughter *Elizabeth Cbetwode* One thousand two hundred Pounds, to be paid to them respectively within One Month after his Decease; and as to the other Two several Sums of Two thousand Pounds and Four thousand Pounds, Residue of the said Sum of Ten thousand Pounds, he gave, bequeathed, and appointed the Sum of Three hundred Pounds, Part thereof, to his said Son *Charles Cbetwode*, One thousand Five hundred Pounds, other Part thereof, to his said Daughter *Ann Cbetwode*, the Sum of One thousand Five hundred Pounds, further Part thereof, to his said Daughter *Elizabeth Cbetwode*; and he directed and appointed, that the said several Sums of Two thousand Pounds and Four thousand Pounds should be subject and liable to make up what Deficiency his Personal Estate should fall short of paying his Debts, Funeral Expences, and Legacies chargeable thereupon, together with the Charges of the Probate and Execution of his said Will; and in case the Residue of his personal Estate therein-after bequeathed to his said Son *John Cbetwode*, should fall short of Two thousand Pounds in Value, then he willed that such Deficiency should be made up from the said Sums of Two thousand Pounds and Four thousand Pounds, Residue of the said Ten thousand Pounds, and subject to the making good the said contingent Deficiencies; and as to the Residue and Remainder of the said several Sums of Two thousand Pounds and Four thousand Pounds, he directed and appointed that the same should not be raised, but should sink into the Inheritance of the said Premises whereon the same was chargeable as aforesaid; and after having given several pecuniary Legacies to several Persons therein named, he gave and bequeathed all the Residue of his personal Estate unto his Son the said Sir *John Cbetwode*, and declared the same to be given to him in full Satisfaction and Discharge of a certain Power of raising Two thousand Pounds reserved to him in and by his said Marriage Settlement; and he appointed his said Two Daughters *Ann Cbetwode* and *Elizabeth Cbetwode*, and *Robert Davison*, Esquire, Executors of his said Will:

And whereas the several Sums of Money bequeathed, limited, and appointed by him the said Sir *Philip Touchet Cbetwode*, unto and for the Benefit of his Daughters and younger Sons, and amounting together to
Seven

Seven thousand Three hundred Pounds, are still due and owing, and charged upon the said Premises comprised in the said Term of Five hundred Years, so limited in and by the said Marriage Settlement, and is attended with and carrying a high Rate of Interest, and by the Payment whereof the Income of the said Sir *John Cbetwode* is considerably lessened and reduced; and considering the great Disproportion between the Interest payable out of the Estate for and on Account of the said Incumbrance, and the clear yearly Income of so much thereof, as if sold, would discharge the principal Debt, the said Sir *John Cbetwode*, *Philip Cbetwode*, and *Charles Cbetwode*, are fully satisfied that it would be greatly beneficial for all the Parties interested in the Estate, that the said Debts and Incumbrances should be discharged:

But as the same cannot be effected, unless a competent Part of the Premises comprised in the said Marriage Settlement be sold and disposed of, and as the said Term of Five hundred Years thereby limited to and vested in the said Trustees for that Purpose, consists only of a Chattel Interest, which cannot be sold but to great Disadvantage; it is proposed, that the Fee-simple and Inheritance of a competent Part of the Premises comprised in the said Term should be sold and disposed of for that Purpose; But as this Proposal cannot by Reason of the Limitations contained in the said Marriage Settlement take effect and be carried into Execution without the Aid and Authority of Parliament;

Therefore Your Majesty's most dutiful and loyal Subjects, the said Sir *John Cbetwode*, *Philip Cbetwode*, and *Charles Cbetwode*,

Do most humbly beseech Your MAJESTY,

That it may be Enacted; And be it Enacted, by the KING's most Excellent MAJESTY, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That all those the said Manors or Lordships of *Oakley*, otherwise *Oakeley*, *Cbetwode*, otherwise *Cbetwood*, otherwise *Cbitwood*, otherwise *Cbeatwood*, *Nether Whitley* and *Sound*, and the said Capital Messuages or Mansion Houses of *Oakley*, *Cbetwode*, and *Nether Whitley* aforesaid, and all and every the other Manors and Parts of Manors, Messuages, Farms, Lands, Tenements, Tithes, Rents, Hereditaments, and Premises in said Counties of *Stafford*, *Salop*, *Bucks*, and *Chester*, comprised in the said Term of Five hundred Years, limited by the said Indenture of Seven Parts or Marriage Settlement herein-before recited, with their and every of their Rights, Members, and Appurtenances, and the Reversion and Reversions, Remainder and Remainders of the same Manors and Premises, shall, from and after the Passing of this Act, be vested in and settled upon, and the same are hereby from thenceforth vested in and settled upon, *Samuel Bretland*, of the *Bank of England*, Gentleman, and *John Vernon*, of the City of *Chester*, Apothecary, their Heirs and Assigns, to the Use of the said *Samuel Bretland* and *John Vernon*, their Heirs and Assigns for ever,
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freed and discharged, and absolutely acquitted, exempted, and exonerated, of, from, and against all and every the Uses, Estates, Trusts, Powers, Provisoos, and Limitations, in and by the said recited Indenture of Seven Parts or Marriage Settlement limited, created, provided, and declared, of and concerning the same; but nevertheless upon the Trusts, and to and for the Ends, Intents, and Purposes, and subject to the Provisoos and Declarations herein after-mentioned, expressed, and declared, of and concerning the same (that is to say) upon Trust, that they the said *Samuel Bretland* and *John Vernon*, or the Survivor of them, and the Heirs of such Survivor, shall and do, with all convenient Speed, make Sale and dispose of so much and such Part or Parts of the said Manors, Messuages, Farms, Lands, Tenements, Tithes, Rents, Hereditaments, and Premises, hereby vested in them as aforesaid, as shall be requisite and necessary in that Behalf, unto any Person or Persons that shall be willing to become Purchaser or Purchasers thereof, or of any Part thereof, for the most Money and best Price and Prices that can be reasonably had or gotten for the same; and shall and do apply and dispose of the Money arising by such Sale or Sales, in and for the Payment of the several Portions and Sums of Money, in and by the Will of the said Sir *Philip Touchet Cbetwode* bequeathed, limited, and appointed, unto and for the said *Philip Cbetwode*, *Charles Cbetwode*, *Ann Cbetwode*, and *Elizabeth Cbetwode*, his younger Sons and Daughters as aforesaid, and making together the principal Sum of Seven thousand Three hundred Pounds, and all Interest incurred and then due and owing for the same, unto the Persons intituled to receive the same respectively; and also upon Trust that they the said *Samuel Bretland* and *John Vernon*, or the Survivor of them, or the Heirs of such Survivor, do and shall lay out, apply, and dispose of the Residue and Surplus of the Money arising by such Sale or Sales (if any) which shall remain after and not be applied in and for the Payment of the Debts and Sum and Sums of Money hereby directed to be paid and issued thereout as aforesaid, in the Purchase of Messuages, Lands, Tenements, and Hereditaments in Fee-simple in Possession, in that Part of Great Britain called *England*, and do and shall, immediately after such Purchase thereof respectively, settle, convey, and assure the Lands, Tenements, and Hereditaments, so to be purchased, and also such Part and Parts of the Premises hereby vested in Trust to be sold, as shall not be sold by virtue and in Pursuance of this Act, to, for, upon, and subject to such and so many of the Uses, Trusts, Powers, Provisoos, and Limitations, in and by the said recited Indenture of Seven Parts, or Marriage Settlement, limited, created, and declared of and concerning the said Manors, Messuages, Farms, Lands, Tenements, Hereditaments, and Premises, hereby vested to be sold as aforesaid, as shall be then existing, undetermined, or capable of taking Effect; and in the mean time and until such Purchase can be had, shall and do pay the said Residue or Surplus into the Bank of *England*, in the Name and with the Privy of the Accountant General of the Court of Chancery, to be placed to his Account there *ex parte* the said Trustees, pursuant to the Method prescribed by the Act of the Twelfth Year of King *George the First*, Chapter the Thirty-second, and the general Orders of the said Court, and without Fee or

Reward, according to the Act of the Twelfth Year of his late Majesty King *George* the Second, Chapter the Twenty-fourth, and shall there remain until such Purchase or Purchases shall be found for the Purpose aforesaid, or until the Residue or Surplus of the said Money shall be placed out in the Manner hereafter directed.

And, after such Purchase or Purchases shall be made, It is hereby further Enacted, That the said Money so paid into the Bank of *England*, in the Name and with the Privy of the Accountant General as aforesaid, shall, upon a Petition to be preferred to the Court of Chancery in a summary Way, at the Expence of the Person or Persons who shall then be intitled under the Limitations in the said Indenture of Seven Parts, unto the Rents and Profits of the Lands, Tenements, and Hereditaments so purchased, be ordered to be paid out of the Bank for completing such Purchase or Purchases, in such Manner as the Court shall think just and direct in that Case.

And it is hereby further Enacted and Declared, That in the mean time and until such Purchase or Purchases can be had wherein to lay out the said Money, that the said Accountant General shall, by Order of the said Court of Chancery, place out the same in the Purchase of Three *per Centum* Bank Consolidated Annuities, and pay the Dividends arising from the same, or otherwise draw for such Dividends from time to time, as the same shall become due and payable, according to the Form prescribed by the said Acts of Parliament, and the general Orders of the said Court, unto the Person or Persons who for the Time being would, under the Limitations in the said Indenture of Seven Parts, be intitled unto the Rents and Profits of the Lands and Hereditaments so to be purchased, in case such Purchase or Purchases was or were actually made.

And it is hereby further Enacted and Declared, That in the mean time and until such Sale or Sales shall be made as aforesaid, the said *Samuel Bretland* and *John Vernon*, and the Survivor of them, and the Heirs of such Survivor, do and shall permit and suffer the Rents, Issues, and Profits of the Premises hereby vested in them in Trust to be sold as aforesaid, to be had, received, taken, and applied by and for the Benefit of such Person or Persons as would be intitled and ought to receive the same in case this Act had not been made.

And it is hereby further Enacted and Declared, That all and every Person and Persons, to whom the said *Samuel Bretland* and *John Vernon*, or the Survivor of them, or the Heirs of such Survivor, shall by virtue and in pursuance of this Act make any Sale or Sales of any Part of the Premises hereby vested in them in Trust to be sold as aforesaid, and the Heirs, Executors, Administrators, and Assigns of such Purchaser or Purchasers, shall and may, upon Payment of their respective Purchase Money to the said *Samuel Bretland* and *John Vernon*, or the Survivor of them, or the Heirs of such Survivor, have, hold, and enjoy the Manors,

nors, Messuages, Lands, Tenements, Tithes, Hereditaments, and Premises, so by them respectively to be purchased, freed, and absolutely acquitted, exonerated, and for ever discharged of and from all and every the Uses, Trusts, Powers, Provisoos, Declarations, and Limitations in and by the said recited Indenture of Seven Parts, or Marriage Settlement, limited, created, and declared of and concerning the same; and that the Receipt or Receipts of the said *Samuel Bretland* and *John Vernon*, or the Survivor of them, or the Heirs of such Survivor, under their or his Hands or Hand respectively, shall from time to time be a good and effectual Discharge to the Purchaser and Purchasers of the Premises, or any Part thereof, his, her, and their Heirs, Executors, Administrators, and Assigns, for so much of the said Purchase Money for which such Receipt or Receipts shall be given; and after such Receipt or Receipts, such Purchaser and Purchasers shall be, and he, she, and they respectively are hereby absolutely acquitted and discharged of and from the same, and shall not be answerable or accountable for any Loss, Misapplication, or Non-application of the said Purchase Money, or any Part thereof.

And it is hereby further Enacted and Declared, by the Authority aforesaid, That the said *Samuel Bretland* and *John Vernon* shall not, nor shall either of them, or their Heirs, Executors, or Administrators of either of them, be answerable or accountable for any Money to be received by virtue of or under the Trusts reposed in them by this present Act, any otherwise than each Person for such Sum and Sums as he shall respectively actually receive; and that no one of them shall be answerable or accountable for the Acts, Receipts, Neglects, or Defaults of the other of them; and also that they the said Trustees, their Heirs, Executors, and Administrators, shall and may, out of the Rents and Profits of the Premises hereby vested in them as aforesaid, or out of the Money arising by Sale thereof, retain to and reimburse themselves all reasonable Costs, Charges, and Expences that they respectively shall or may sustain or be put unto in and about the Execution of the Trusts hereby in them reposed.

Saving always to the KING's most Excellent MAJESTY, his Heirs and Successors, and to all and every other Person and Persons, Bodies Politick and Corporate, his, her, and their Heirs, Successors, Executors, and Administrators (other than and except the said Sir *John Chetwode*, *Philip Chetwode*, and *Charles Chetwode*, and their respective First and every other Son and Sons and the Heirs Male of the several and respective Bodies of such Sons, and the Heirs of the said Sir *John Chetwode*, and the several Trustees named in the said recited Indenture of Seven Parts, or Marriage Settlement, named, either to preserve the contingent Remainders, or to execute the Trusts of the said several Terms of Years thereby limited, their respective Heirs, Executors, Administrators, and Assigns, and all and every other Person and Persons claiming or to claim, any Use, Trust, Estate, Right, Title, Interest, Portion, Sum or Sums of Money, Benefit, or Advantage, of, in, to, or out of the said Manors, Messuages, Lands, Tenements, Tithes, Hereditaments, and Premises,

mises, vested by this Act, or any Part thereof, by virtue of or under the
 said Indenture of Seven Parts, or Marriage Settlement, and the Will of
 the said Sir *Philip Touchet Cbetwode*, or either of them) all such Estate,
 Right, Title, Interest, Property, Claims, and Demands whatsoever,
 of, in, to, or out of the said Manors and Premises hereby vested as afore-
 said, or out of any Part or Parcel thereof, as they, every or any of
 them, had before the Passing, of this Act, or could or might have had or
 enjoyed, or been intitled to, if this Act had not been made.

Veſting Part of the ſettled Eſtate of Sir
Jahn Chetwode, Baronet, in Truſtees,
to be fold, for diſcharging Incum-
brances affecting the ſame.

[1766.]

AN
C
R
L
of the settled Estate of Sir
Baronet, in Trustees,
Feeding the same
Incum-
1766. J

